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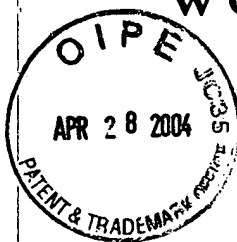


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PATENT APPLICATION

Docket No: 16079.2a.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Richard Neumann, et al.

Serial No.:

10/049,867

Confirmation No.:

unavailable

Filed:

July 2, 2002

For:

SYSTEMS AND METHOD FOR TESTING
THE LOAD OF AT LEAST ONE IP-BASED
DEVICE

Examiner:

unavailable

TRANSMITTAL FOR REVOCATION AND SUBSTITUTE POWER OF ATTORNEY, AND CHANGE OF ATTORNEY DOCKET NUMBER

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

Sir:

Transmitted herewith is a Revocation and Substitute Power of Attorney, and a Change of Attorney Docket Number for entry in the above-identified application. Please address all future correspondence in connection with the above-identified matter to the attention of the undersigned.

* Admitted only in California

† Admitted only in New York

Dated this 28th day of April, 2004.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "R. Burns Israel".

R. BURNS ISRAELSEN
Attorney for Applicant
Registration No. 42,685
Customer No. 022913

RBI:dmh
DMS0000006190V001



EXPRESS MAIL LABEL NO. EV 292 942 516 US

PATENT APPLICATION
Docket No.: 16079.2a.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of)
)
Richard Neumann, et al.)
)
Serial No.: 10/049,867)
)
Confirmation No.: *unavailable*)
)
Filed: July 2, 2002)
)
For: SYSTEMS AND METHOD FOR TESTING)
THE LOAD OF AT LEAST ONE IP-BASED)
DEVICE)
)
Examiner: *unavailable*)

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I hereby certify that the following documents are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10 in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on this 28th day of April, 2004:

- Transmittal Letter (2 pgs.)
- Change of Attorney Docket Number (2 pgs.)
- Revocation & Substitute Power of Attorney with Exhibit A (9 pgs.)
- Postcard

Respectfully submitted,

Dacia M. Holt

Dacia M. Holt
Paralegal

WORKMAN NYDEGGER
1000 Eagle Gate Tower
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Telephone: (801) 533-9800
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Customer No. 022913



EXPRESS MAIL LABEL NO. EV 292 942 516 US

PATENT APPLICATION

Docket No.: 16079.2a.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of)
)
	Richard Neumann, et al.)
)
Serial No.:	10/049,867)
)
Confirmation No.:	<i>unavailable</i>)
)
Filed:	July 2, 2002)
)
For:	SYSTEMS AND METHOD FOR TESTING)
	THE LOAD OF AT LEAST ONE IP-BASED)
	DEVICE)
)
Examiner:	<i>unavailable</i>)

CHANGE OF ATTORNEY DOCKET NUMBER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

For convenience and ready identification of the papers received in connection with the above-identified patent application, please reference in all future communications my Docket No. 16079.2a.1.

All correspondence and telephonic communications should be directed to:

R. BURNS ISRAELSEN
022913
Customer Number
Telephone: (801) 533-9800
Facsimile: (801) 328-1707

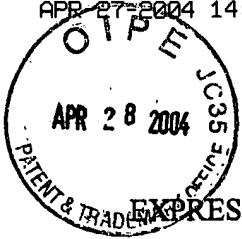
DATED this 28 day of April, 2004.

Respectfully submitted,



R. BURNS ISRAELSEN
Attorney for Applicant
Registration No. 42,685
Customer No. 022913

RBI:dmh
Docket No.: 16079.2a.1
DMS0000006189V001



EXPRESS MAIL LABEL NO. EV 292 942 516 US

PATENT APPLICATION

Docket No: 16079.2a.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:)
)
	Richard Neumann, et al.)
)
Serial No.:	10/049,867)
)
Confirmation No.:	<i>unavailable</i>)
)
Filed:	July 2, 2002)
)
For:	SYSTEMS AND METHOD FOR TESTING)
	THE LOAD OF AT LEAST ONE IP-BASED)
	DEVICE)
)
Examiner:	<i>unavailable</i>)

REVOCATION AND SUBSTITUTE POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned, Jamon Jarvis, General Counsel, of interNetwork AG, the assignee of the entire interest of the above-identified application, as shown by the assignments recorded in the United States Patent Office at Reel 013747, Frames 0787, a copy of said assignment is attached at Exhibit A hereto, hereby revokes all previous powers of attorney in the above-identified application, and now hereby appoints as my attorneys and/or patent agents all attorneys and/or patent agents under:

022913
Customer Number

with full power of substitution and revocation, to prosecute said application, to make alterations and amendments therein, to receive the Letters Patent, and to transact all business in the Patent and Trademark Office connected therewith.

All correspondence and telephonic communications should be directed to:

R. BURNS ISRAELSEN

022913

Customer Number

Telephone: (801) 533-9800

Facsimile: (801) 328-1707

Signed this 26th day of April, 2004.

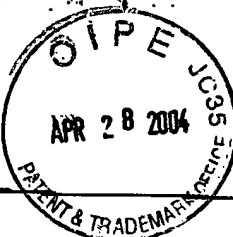
By: 

Janton Jarvis
General Counsel
interNetwork AG

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JUNE 20, 2003

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JONATHAN C. PARKS, ESQ.
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BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DEUTSCHE TELEKOM AG

DOC DATE: 09/26/2002

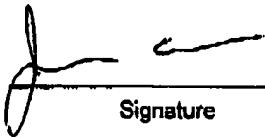
ASSIGNEE:

INTERNETWORK AG INTERNETWORK AG
BIERSTADTER STRASSE 7
D-65189 WIESBADEN, FED REP GERMANY

SERIAL NUMBER: 10049867
PATENT NUMBER:

FILING DATE: 07/02/2002
ISSUE DATE:

SHARON BROOKS, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings: 		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
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1. Name of conveying party(ies): Deutsche Telekom AG Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Internetwork AG</u> Internal Address: _____ _____ Street Address: <u>Bierstadter Strasse 7</u> <u>D-65189</u> City: <u>Wiesbaden</u> , Country: <u>Germany</u> Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>January 20, 2003</u>			4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) <u>10/049,867</u> B. Patent No.(s) _____ Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed. Name: <u>Jonathan C. Parks, Esq.</u> Internal Address: <u>Kirkpatrick & Lockhart LLP</u> <u>Henry W. Oliver Building</u> _____ Street Address: <u>535 Smithfield Street</u> _____ City: <u>Pittsburgh</u> State: <u>PA</u> Zip: <u>15222-2312</u>			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) <u>\$40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)		
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ASSIGNMENT OF PATENT

This ASSIGNMENT OF PATENT (the "Assignment") is made effective the 16th day of April 2000 (the "Effective Date") by and between Deutsche Telekom, a corporation organized under German laws, ("Assignor") and interNetwork AG, a corporation organized under German laws, ("Assignee"), with reference to the facts set forth in the Recitals below.

RECITALS

A. Assignor owns all right, title and interest to and in International Patent Application PCT/EP00/06509 and U.S. Patent Application Serial Number 10/049867, described as "System and Method For Testing The Load of At Least One IP-Supported Device" (the "Patent"), and the underlying inventions and all intellectual property rights associated with the Patent in the United States and elsewhere (the "Associated Rights").

B. Assignor and Assignee are parties to that certain Patentübertragungsvertrag (Patent Purchase Agreement) dated March 23/April 16, 2002 (the "Patent Purchase Agreement")

AGREEMENT

NOW, THEREFORE, in consideration of the patent Purchase Agreement, the above Recitals and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Interpretation.** This Assignment is intended to implement the terms and conditions of the Patent Purchase Agreement. In the event of a conflict between the provisions of this Assignment and those of the Patent Purchase Agreement, the Patent Purchase Agreement shall control. Terms with initial capital letters are defined terms which shall have the respective meanings given them in the Patent Purchase Agreement, unless the context of this Assignment requires otherwise.

2. **Assignment by Assignor.** Subject to all the terms and conditions of the Patent Purchase Agreement and this Assignment, Assignor hereby assigns to Assignee all of Assignor's right, title and interest to and in the Patent and the Associated Rights, including without limitation all continuation and divisional applications, inventor's certificates, reissues, reexaminations and extensions thereof and all claims for past infringement and all causes of action, claims, damages and other rights Assignor may have arising out of the Patent, the Associated Rights, or ownership thereof (the "Ownership Rights").

3. **Acceptance by Assignee.** Subject to all the terms and conditions of the Patent Purchase Agreement and this Assignment, Assignee hereby accepts the assignment of the Patent, the Associated Rights and the Ownership Rights.

4. **Further Assurances.** Assignor agrees, without charge to Assignee, to execute all instruments and documents and take all actions as may be reasonably required to effectuate this Assignment, including without limitation to execute all rightful oaths, assignments, powers of

attorney and other documents which Assignee shall consider desirable or necessary for vesting title to the Patent, the Associated Rights and the Ownership Rights in Assignee.

5. Effective Date. This Assignment shall be effective as of the Effective Date.

6. Binding Effect. This Assignment shall be binding upon, and inure to the benefit of the respective successors and assignees of Assignee and Assignor.

7. Attorneys' Fees. In the event of any action or arbitration between Assignor and Assignee seeking enforcement or interpretation of any of the terms and conditions of this Assignment, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including but not limited to, court or arbitrator's costs and reasonable attorneys' fees.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Assignment. Signature pages may be detached from counterpart documents and reassembled to form duplicate executed originals.

9. Choice of Law. This Assignment shall be governed by and construed in accordance with applicable U.S. laws.

IN WITNESS WHEREOF, Assignor and Assignee execute and deliver, or have caused their duly authorized representatives to execute and deliver, this Assignment of Patent as of the day and year first above written.

"ASSIGNOR"

DEUTSCHE TELEKOM AG
a corporation organized under German laws

By: Wilhelm Deuschel

Name: Dr. Wilhelm Deuschel

Title: Leader of the Patent Division

"ASSIGNEE"

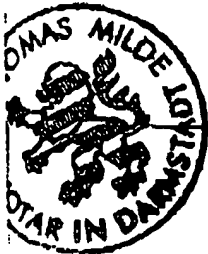
INTERNETWORK AG
a corporation organized under German laws

By: _____
Karl Kipry
Member of the Managing Board

ACKNOWLEDGEMENTFederal Republic of GermanyState of Hessen) ss.City of Darmstadt)

On January 20, 2003 before me, Dr. Thomas Milde, a Notary Public in and for said County and State, personally appeared **DR. WILHELM DEUSCHEL** personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary

Urkundenrolle Nr. 03/00021**Befragung gemäß § 3 Beurkundungsgesetz**

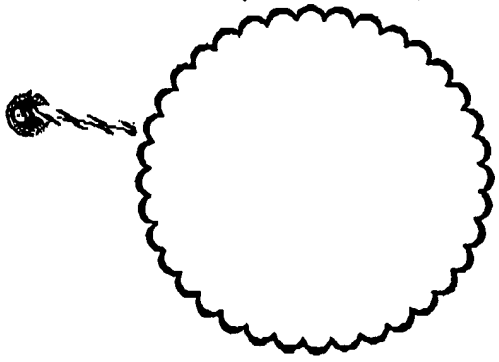
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Vorstehende, heute vor mir geleistete Unterschrift von:

Herrn Wilhelm Friedrich Eugen Deuschel, geboren am 20.05.1950, wohnhaft: Tannenweg 6, 64347 Griesheim, ausgewiesen durch Vorlage seines am 01.03.1999 von der Stadt Griesheim ausgestellten Personalausweises Nr. 4063088179,

wird hiermit beglaubigt.

Darmstadt, den 21. Januar 2003



(Dr. Milde)
Notar

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